# BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

## VOLUME-1

## SECTION:-ITB (INSTRUCTION TO BIDDERS)

**1.0 The General Manager(Civil), Corporate Office, on behalf of Bangalore Electricity Supply Company Limited, invites tender through e-procurement portal (https://kppp.karnataka.gov.in ) for providing security services to BESCOM Corporate office premises BESCOM at K. R. Circle Bangalore & MT Hi-Tech Lab on contract basis for period of Two years.**

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| 1. Tender processing fee | **Refer e-procurement website** https://kppp.karnataka.gov.in |
| 2. Amount Put to Tender | **Rs. 2,92,06,640.00/-(Rate excluding service charges)** |
| 3. Earnest Money Deposit | **Rs. 2,92,100/-** |
| 4. Due date for submission of Bids | **20.11.2023 up to 16.00 hrs.** |
| 5. Tender System | Two Cover System |
| 6. a) Date of opening of Technical bid<br>b) Date of opening of Price Bid | a) **21.11.2023 at 16.05 hrs.**<br>b) ***Will be opened in e-procurement portal after completion of techno commercial evaluation. Separate intimation regarding date of opening of price bid will not be issued.*** |
| 7. Name of the Work | **Providing security services to BESCOM Corporate office premises BESCOM at K. R. Circle Bangalore & MT Hi-Tech Lab BESCOM, Bangalore. (Call 2)** |
| 8. Schedule of requirements | **As mentioned in the tender documents** |
| 9. General Terms and Conditions | **Enclosed herewith** |
| 10. Scope of the work and Specifications. | **Enclosed herewith** |
| 11. Price Bid | The annual contract price is computed for a period of 24 months from the date of providing Security services for the award of contract.<br>**The tenderer shall quote only percentage of the service charges which should not be less than 5% or else such bid will be rejected. .** |

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| | **The tenderer shall quote service charges for 24 months, the service charge quoted for less than 24 months will be rejected** |

**Note: Bidder shall upload only necessary documents to meet the above technical criteria and shall avoid uploading unnecessary documents. If unnecessary documents are uploaded, the bid shall be rejected without evaluation**

**2.0 Submission of tender documents**

All the Tender Documents shall be submitted through e-Procurement Portal on or before Last date of bid submission as mentioned in e-Procurement Portal.

The technical bids will be as mentioned in the e-Procurement Portal. Date of opening of Price Bids will not be intimated separately and will be opened in e-procurement portal after completion of evaluation of techno commercial evaluation.

**3.0 QUALIFYING REQUIREMENTS**

## 3.1 Technical Criteria

1. Agency/Bidder should upload the following Documents/Registration certificates
   a) Valid license registration certificate issued by the Labour Department, GOK and license should be in force and Form 06 for at least Tender quantity
   b) ESI & EPF Registration certificates with number & Date.
   c) GST Registration certificate with number & Date.
   d) PAN Card.
   e) Licence issued from ADGP, internal security Division, Government of Karnataka.
2. The Agency/Bidder should have provided Security Service in at least Two reputed Organizations (State/Central Govt./ PSU/Electrical Distribution Companies/Transmission Company) with a minimum of 40 nos. security guards for a continuous period of any Two year in last 5 (five) financial years . i.e., FY 2018-19, 2019-20, 2020-21, 2021-22 to FY 2022-23 and should upload satisfactory work done certificate issued not below the rank of Executive Engineer or equivalent.
3. The Agency/bidder should upload the valid documents for the Past 2 years (2021-22 and 2022-23) of monthly filing regarding previous payments of ESI and EPF to the employees engaged in the security services.
4. The Agency/Bidder should upload the declaration in the format enclosed with the tender stating that the agency has followed the Employees Rules and Regulation prescribed by the State Government and also not have been involved in violations and paying penalty as per the orders of the Labour Court/ Commission. (Declaration letter has to be Notarized)
5. The Agency/Bidder should upload the declaration in the format enclosed with the tender stating that the firm/agency has not been Blacklisted by any (State/Central Govt./PSU/Electrical Distribution Companies/Transmission Company). (Declaration letter has to be Notarized)

**Note:** For having provided Security Services as above the performance/work done certificates from any Govt / Semi Govt establishments/ Public sector under taking shall be uploaded The performance certificate issued by an officer not below the rank of Executive Engineer OR equivalent has to be uploaded.

## 3.2 Financial Criteria

1. The annual turnover of the bidder (for Security services only) during any two years of the last five financial year i.e., FY 2018-19, 2019-20, 2020-21, 2021-22 to FY 2022-23 **shall not be less than double the amount put to the tender i.e 584.00 lakhs.** The annual Turnover certificate along with balance sheets and P & L statement issued by the Registered Chartered Accountant for the last five financial years FY 2018-19 to FY 2022-23 should be uploaded.
2. The bidder shall upload Liquid assets and availability of credit facilities of value not less than **Rs 88.00 Lakhs** i.e., **30%** of amount put tender, Liquid asset comprising of cash at Bank /term deposit/ availability of fund based credit facilities/ overdraft (OD) issued by any Nationalized Bank/ Scheduled Bank for meeting the fund requirement etc., duly mentioning the name of the work shall be submitted duly scanned (The banker certificate shall be uploaded in the prescribe format enclosed in the tender only).
3. The bidders are requested to **submit technical bid & commercial bid separately** before the date and time stipulated herein below.
4. **The tenderer shall quote only percentage of the service charges which should not be less than 5% or else such bid will be rejected**.
5. **The agencies/firms participated in the tender, if quotes the same percentage of services charges, then agency/firm will be selected based on the highest average turnover of the bidder in the last 5 Financial years (F/Y 2018-19, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23).**

**Note:** 1. The Bidder shall upload all the necessary documentary proof in support of the qualifying requirements in the e-procurement portal. Non-submission of the proof leads to disqualification.

**4.0** Even though the bidders meet above qualifying criteria, as per their statements they are subject to be disqualified apart from forfeiting EMD.

- ◊ Made misleading or false representations in statements and attachments submitted as proof of the qualification requirement and /or Record of poor performance such as not properly completing the contract of financial failures etc.,
- ◊ The bidder shall indicate any deviations to terms & conditions if any. Otherwise it will be presumed that, the bidder has accepted terms & conditions of the tender.
- ◊ Details of Payments Receipts shall be uploaded towards payment of Professional Tax, EPF, ESI and GST taxes.

- ◊ After awarding the contract to the agency if the related documents furnished, found to be incorrect or false or fake, such agencies orders will be cancelled without any notice, apart from initiating legal action such as forfeiting performance guarantee or black existing the firm.

- ◊ The bidder shall produce a original documents uploaded in the e-procurement on demand.

- ◊ The bidder shall state that the staff deployed by him to work in office hours and to discharge duties as per the instructions of the concerned officer.
- ◊ The bidder shall quote service charges only and shall not quote the **service charges less than 5%**
- ◊ BESCOM reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BESCOM consequently.
- ◊ The name and address along with seal of the authorized representative of the agency who will be interacting in future has to be furnished.
- ◊ The tender submitted only through e-procurement portal and also non-submission of EMD is liable to be rejected.
- ◊ **The Bidder should not have been blacklisted by any entity.**
- ◊ BESCOM will not be responsible for not getting internet connection while downloading the electronic bid sheets/documents or while uploading their offers.
- ◊ The Tenderer should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.
- ◊ The person/firm who is having criminal background or insolvent is not eligible to participate in the tender.
- ◊ The offers shall be in general conformity with the specifications. Any Technical/Commercial deviations from the specifications shall be clearly brought out in the techno commercial of the offer. If deviation certificate is left unfilled, it will be treated as there are no deviations and the contractor has accepted the tender conditions.
- ◊ In the areas where ESI Act is not covered, the Agency shall obtain insurance cover for the Workmen’s Compensations for such outsourced staff in lieu of ESI.
- ◊ The Successful Agency shall have obtained license as required under the Contract Labour (Regulation and Obligation) Act, 1970 and Karnataka Rules, 1974.
- ◊ The said Agency shall maintain relevant registers and records under the applicable enactments.
- ◊ If the Agency assigns or sub-lets the obligations under the agreement, the work awarded shall automatically stand cancelled.

- ◊ The Agency Shall ensure that one of its representative/supervisor is available at the pre-notified address with contact number so that they can be contacted in case of need, at any time i.e.24*7 on all 365days.
- ◊ In the event of agreement being extended the Agency shall continue to provide outsourced staff on the same terms and conditions of the agreement. Quantities noted above are provisional and subject to change as per provisions of KTPP Act.
- ◊ **The Contract is for a period of Two year** (In case of any unsatisfactory performance, BESCOM has the right to cancel the order without giving any notice).
- ◊ **Based on the performance, BESCOM may extend the contract on the same terms and conditions further period on mutual consent {Maximum of 12 months}**
- ◊ **Minimum Qualification and knowledge required for Security Guards**

a. The Security Guard's minimum education standard should be 7th standard pass or equivalent

b. The Security Personnel provided shall be able bodied, physically fit, well trained and disciplined

c. Should be Ex-Servicemen without gun /Para military personnel aged between 20 to 45 years.

d. Knowledge of Kannada & English is a must. Preference will be given to those who is able to read and write Kannada and English.

e. No. of Guards Required – Per day (for 3 shifts).

8 Nos of Security supervisors with out gun for corporate office BESCOM at K. R. Circle Bangalore.

32 Nos of Security guards without gun for corporate office BESCOM at K. R. Circle Bangalore and Hi-Tech MT Lab, BESCOM.

2No’s of Un-Skilled workers –Hi Tech MT Lab BESCOM Bangalore.

- ◊ **Minimum Qualification and knowledge required for Un-skilled workers.**

Should be within the age group of 21 to 35 Years and talk in Kannada.

No. of un-skilled workers required – General duty

2No’s of Un-Skilled workers –Hi Tech MT Lab BESCOM.

5.0 The normal working hour for the Security Staff on duty shall be as noted below.

Security Services shall be provided on 3 shift basis all the days of the week and for all the 365 days.

1st shift –6:00 AM to 2:00 PM

2nd shift –2:00 PM to 10: 00 PM

3rd shift – 10:00 PM to 6:00 AM

General shift 9.00AM to 6.00PM

The Agency shall make arrangement to provide weekly holidays and other holidays to M/s Security personnel posted on duty by making alternate arrangements.

And for Un-skilled worker – General duty

**6.0 Supervision: -**

Agency shall take the responsibility of inspecting their security staff on duty on regular basis by maintaining two tier inspections by its superiors. Agency shall inspect from time to time and ensure satisfactory performance of the Security Staff and un-skilled worker provided.

**7.0 Remunerations: -**

Agency shall be responsible for the payment of salaries and other benefits, including ESI, PF, etc., and any other statutory liabilities to its staff. BESCOM will not be responsible for non-payment of remunerations to the staff's/Personnel under any circumstances.

**8.0 Mode of payment:**

1. The successful bidder/agency shall submit monthly bill in duplicate to General Manager(Civil), Corporate Office, BESCOM, K. R. Circle, Bengaluru with authenticated seal and signature for payment. The Agency shall submit the bills for payment of remuneration by 1$^{st}$ week of each month duly getting certified from the GM(C)/DGM(C)/Manager(C), BESCOM, Corporate office and will be paid subsequently.
2. Before issuing the cheque to the agency, the head of the office should ensure that the Agency shall produce bank statement of staff, as proof for having paid the previous month salary and EPF to the individual employees of the said work award.
3. The Agency should produce the salary slip by showing the authenticated EPF code, ESI code and corresponding EPF & ESI deductions to the individual staffs of the said work award.

**9.0** All provisions related as per the Acts noted below shall be provided to the staff's by the Agency only and Agency shall provide all related benefits under these following workmen's Act related to Labour law.

a) Minimum Wages Act, 1948.
b) Payment of Wages Act, 1936.
c) Contract Labour (Regulation and Abolition) Act, 1970.

d) Employees PF and Miscellaneous Provision Act, 1952.
e) Employees State Insurance Act, 1948.
f)Workmen's Compensation Act.
g) Gratuity Act and related all Labourers Law and Rules pertaining to labourers.

**10.0** The payment shall be restricted to the no. of Manpower services availed during that particular month as certified by by the GM(C)/DGM(C)/Manager(C), BESCOM, Corporate office

**11.0** The Agency shall furnish the following original documents/ enclosures in duplicate for payment. Otherwise the bills are liable to be rejected.

1) Attested copy of challan consisting details of EPF/ESI and GST Tax paid during previous month to the respective Govt/Central authorities along with the Employees details.
2) Copy of EPF paid in the formats such as 5A,10,12A and ESI paid in format 7
3) Copy of format 3A and 6A (For annual EPF paid) and format 6 (For Half yearly ESI paid).
4) Copy of GST Tax paid in the prescribed format.
5) Each year during the month of December, Rs 3/-from each employee has to be deducted towards Labour Welfare Fund and a contribution of Rs.6/- (each) from the contract agency side has to be paid to Welfare Commissioner, Karnataka Labour Welfare Board, MYSUGAR building Annex, 2nd Floor, J.C Road, Bangalore-2. The payment details pertaining to this has to be furnished in the next subsequent monthly bill.

**12.0 Dispute:**

In the event of any dispute or difference arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement failing which this shall refer the same to the **General Manager(Civil), Corporate Office, BESCOM, K. R. Circle, Bengaluru** whose decision shall be final and binding on both the parties to this contract. Further any unsettled dispute will be subject to appropriate Courts in Bengaluru and in case of any dispute between the Contractor and the engaged Manpower, BESCOM will not be a party and this has to be settled by the contractor himself at his own cost.

**13.0 Two cover Tender**

Tender should be in **two** parts namely **Part-I: Technical** Bid containing full technical particulars and commercial terms and conditions.

**Part-II: Price Bid** containing prices.

## 14.0 INFORMATION REQUIRED WITH TECHNICAL PROPOSAL:

a) The bid must clearly indicate the name of the bidder, the type of **services to be provided.**

b) The documentary evidence in respect of qualifying requirements shall be uploaded by the bidder in the form of **Electronic/Scanned** copies in the e-procurement Portal by the participating Bidders.

## 15.0 Part II: PRICE PROPOSALS:

The Bidder shall quote the price bid in e-procurement portal for the annual contract price is computed for a period of 24 months from the date of providing security services for the award of contract.

**The tenderer shall quote only the percentage of service charge and the Percentage of service charge shall not be less than 5% or else such bid shall be rejected.**

## 16.0 COST OF BIDDING

The Bidder **shall bear** all costs and expenses associated with preparation and submission of its bid including post-bid discussions, technical and other Presentations etc, and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## B. THE BIDDING DOCUMENTS

## 17.0 CONTENTS OF BIDDING DOCUMENT

The Bidding Document is a compilation of the following Sections:

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| Bid Documents | Bid Documents in the following format will be available in the web site. |
| | **Volume-I :** |
| | **Section-ITB**-Instructions to Bidders |
| | **Section-GCC**-General Terms and Conditions of Contract |
| | **Volume-II** |
| | Section- a) NIT- **Annexure-A**<br>b) Price Schedule – **Annexure- B** |

## 18.0 UNDERSTANDING OF BID DOCUMENTS

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to upload all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

## 19.0 CLARIFICATIONS ON BID DOCUMENTS

- If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to owner. The owner, then, will issue interpretation(s) and clarification(s) as he may think fit in writing.
  After receipt of such interpretation(s) and clarification(s), the Bidder may submit his bid but within the time and date as specified in the Instructions to Bidders. All such interpretations and clarifications shall
  form a part of the Bidding Document and shall accompany the Bidder's Proposal. A prospective Bidder requiring any clarification on Bidding Document may notify owner in writing. Owner will respond in writing /upload in the website/issue corrigendum in the website/issue instructions in the website to any request for such clarification of the Bidding Document which it receives not later than fifteen (15) days prior to the deadline for submission of bids prescribed by owner. Written copies of owner's response (including an explanation of the query but without identifying its source) will be sent to all prospective Bidders who have received the Bidding Document.
- Verbal clarification and information given by owner or his employee(s) or his representative(s) shall not in any way be binding on owner.

## 20.0 AMENDMENT TO BIDDING DOCUMENT

- At any time prior to the deadline for submission of bids, owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment (s).
- The amendment will be notified in e-Procurement portal to all prospective Bidders. Owner will bear no responsibility or liability arising out of non-acknowledgment of the same before submitting the bid.
- In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, owner may, at its discretion, extend the deadline for the submission of bids as deemed fit.
- Such amendments, clarifications, etc, shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

# C. PREPARATION OF BIDS

## 21.0 LANGUAGE OF BID

The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder and BESCOM shall be written in the **English language**, provided that any printed literature uploaded by the Bidder may be

written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

## 22.0 DOCUMENTS COMPRISING THE BID

- The Bidder shall complete the Bid Form inclusive of Price Schedules, Technical Data Requirements etc. furnished in the Bidding Documents as detailed above, indicating for the services to be rendered, a brief description of services, quantity and prices and **upload in the e-procurement portal**.
- The Bidder shall also **upload** documentary evidence to establish that the Bidder meets the Qualifying Requirements as detailed above and accompanying General Conditions of Contract if any.
- The Earnest Money Deposit shall be uploaded /furnished in accordance with the EMD clause.

## 23.0 EARNEST MONEY DEPOSIT (BID GUARANTEE)

The bidders shall pay EMD of Rs. **2,92,000/-**. through any one of the four e-payment modes mentioned in the e-Procurement Portal which is as detailed below:

**E-payment modes for Tender Processing Fee & Earnest Money Deposit (EMD)._The supplier/contractor should pay the Earnest Money Deposit (EMD) & Tender Fee in the e-Procurement portal using any of the following payment modes:**

- **Credit Card**
- **Direct Debit**
- **National Electronic Fund Transfer (NEFT)**
- **Over the Counter (OTC)**

- Earnest money deposited by unsuccessful Tenderers will be returned as soon as possible after the tender has been finalized.
- EMD of successful bidder will be refunded after fulfilment of security deposit clause/Performance Guarantee clause.
- The deposit towards EMD as above shall not carry any interest.
- **Permanent EMD will not be considered.**

## 24.0 PERIOD OF VALIDITY OF BIDS

- Bids shall remain valid for **180 Days** from the date of bid opening. A bid valid for a shorter period will be rejected as non-responsive.
- In exceptional circumstances, owner may solicit the Bidder’s consent to an extension of the period of validity. The request and the response thereto shall be made in writing (including cable or telex). A Bidder may refuse the request without forfeiting his bid security. A Bidder granting the request will not be required or permitted to modify its bid.

**25.0 FORMATS OF COMMERCIAL OFFER:**

The Commercial offers must not contradict the technical offer in any way.

## D. SUBMISSION OF BIDS

**26.0 FORMAT OF BID**

26.1 The bids shall be **uploaded in the e-procurement portal**, on or before the last date and time of submission of bids. Bids not submitted through e- procurement portal and non-submission of EMD will be disqualified.

26.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

**All the documents in support of qualifying requirements and all necessary documents shall be scanned and uploaded in the e-Procurement website. (https://kppp.karnataka.gov.in )**

**27.0 DEADLINE FOR SUBMISSION OF BIDS**

27.1 Bids must be uploaded in the e-procurement portal on or before as mentioned in e-procurement portal.

27.2 Owner may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**28.0 MODIFICATION AND WITHDRAWAL OF BIDS**

28.1 The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by owner prior to the deadline prescribed for submission of bids.

28.2 No bid may be modified subsequent to the deadline for submission of bids.

28.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the Bidder's forfeiture of its bid security.

## E. BID OPENING AND EVALUATION

**29.0 OPENING OF BIDS**

Owner will open bids submitted through e-procurement portal.

**30.0** Price bids of Techno-Commercially responsive bidders will be opened in e-procurement portal after completion of techno-commercial evaluation. Separate intimation regarding date of opening of price bids will not be issued.

**CLARIFICATION OF BIDS**

To assist in the examination, evaluation and comparison of bids owner may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

**31.0 PRELIMINARY EXAMINATION**

31.1 Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether all the necessary documents have been properly uploaded, and whether the bids are generally in order.

31.2 Owner may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

**32.0 EVALUATION/COMPARISON OF PRICE BIDS**

32.1 **BASIS OF EVALUATION & COMPARISON**

The bidders shall quote for the service charge of the Manpower service.

**Note:** GST will be paid as per the prevailing government rates.

32.2 **The techno – commercial evaluation:**

For purpose of these clauses, a substantially responsive Bid is one, which conforms basically to all the terms and conditions of the Bidding Documents without material deviation & confirming to technical specifications.

The Techno-commercial Bids will be evaluated generally on the following points but not restricted to the same.

a) Payment of the EMD
b) Qualifying Requirements.
c) Acceptance for payment terms & confirming to all terms and other commercial conditions.
d) A bid determined as not substantially responsive will be rejected and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
e) Owner may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

**33.0 COMPARISON OF PRICE BIDS**

**General Manager (Civil), Corporate Office, BESCOM, K. R. Circle, Bengaluru** will evaluate and compare the Bids after determination of the substantial responsiveness of the Bids. The comparison shall be on the basis of total cost of service charge, which shall include all the wages as well as taxes and also any discounts offered by the Bidder.

All evaluated bid prices of all the Bidders shall be compared among

themselves to determine the lowest service charge and as a result of this comparison, the lowest service charge will be selected for the award of the Contract.

**The agencies/firms participated in the tender, if quotes the same percentage of services charges, then agency/firm will be selected based on the highest average turnover of the bidder in the last 5 Financial years (F/Y 2018-19, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23).**

**34.0 CONTACTING THE OWNER**

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by owner to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, owner and/or his employees/representatives on matters related to the bids under consideration. Owner, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personal contacts as may be necessary. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

**35.0 NEGOTIATIONS:**

It is absolutely essential for the bidders to quote the lowest service price at the time of making the offer in their own interest, as BESCOM will not enter into any price negotiations, except with the lowest quoting bidder, whose offer is found to be fully technically compliant.

## F. ISSUE OF WORK AWARD

**36.0 AWARD CRITERIA**

**General Manager(Civil), Corporate office, BESCOM, K. R. Circle, Bengaluru** will place the Work award on the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest service charge evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. Owner shall be the sole judge in this regard.

**37.0 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for owner's action.

**38.0 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:**

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

**39.0 NOTIFICATION OF AWARD:** Prior to the expiration of the period of bid validity and extended validity period, if any, owner will notify the successful Bidder in writing by registered letter or fax, that its bid has been accepted.

**40.0 TERMINATION FOR DEFAULT:**

BESCOM may without prejudice to any other remedy for breach of Contract by 14 days written notice of default sent to the Service Provider, terminate the Contract in whole or in part.

a) If the Service Provider fails to deliver any or all of the goods/ items /services within the time period(s) specified in the Contract or any extension there of granted by BESCOM.

b) If the Supplier fails to perform any other obligation(s) under the Contract.

**41.0 Issue of work award**

Work award will be issued by the **General Manager(Civil), Corporate Office, BESCOM, K. R. Circle, Bengaluru**. What ever may be the conditions of sale specified or indicated in the quotations, it is only the conditions indicated in the work award/agreement and Scope of the work / technical specifications which will be binding upon BESCOM. On receipt of the Work award if any successful bidder finds his inability to accept any of the terms/conditions, he shall raise the issue specifically and immediately get the matter clarified.

**42.0** Further details/clarifications if required can be had from the office of the undersigned Contact person:

**For any enquiries/held with respect to the tender floated in the e-procurement portal the details are as follows:**
**Supports Timings: (10.00 am to 5.00 pm)**
**Help Desk: 080-46010 000 or +91-8068948777 Or E-mail:**
**support@eprochelpdesk.com**

**General Manager (Civil),**
**Corporate Office,**
**BESCOM**